# SPECIAL ORDINANCE NO. S- 79-91.

AN ORDINANCE approving the awarding of Reference #996 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and SPECIALTY SYSTEMS OF INDIANA, INC. for the Three Rivers Filtration Plant.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #996 between the City of Fort Wayne, by and through its Department of Purchasing and SPECIALTY SYSTEMS OF INDIANA, INC. for the Three Rivers Filtration Plant, respectfully for:

the removal and disposal of asbestos from pipe lines at the Three Rivers Filtration Plant;

involving a total cost of Sixty-Two Thousand Six Hundred and no/100 Dollars (\$62,600.00), all as more particularly set forth in said Reference #996 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember .

APPROVED AS TO FORM AND LEGALITY

J. Timothy McCaulay, City Attorney

REF. NO.: 996

DEPT.: FILTRATION PLANT

DATE: 3/6/91

ITEM/SERV.: ASBESTOS ABATEMENT

PURCHASING INFORMATION

1 2

ADVERTISED BID: YES

DATES ADVERTISED: 1/07/91 & 1/14/91

OPENING DATE: 2/21/91

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 16

NO. OF VENDORS RECEIVING BID: 12

NO. OF VENDORS RETURNING BID: 5

NO. OF VENDORS DISQUALIFIED: 0

NO. OF VENDORS NOT RESPONDING: 11

DATE SENT TO DEPT FOR RECOMM.: 2/21/91

DATE RECOMMENDATION REC'D IN PURCH: 2/25/91

COUNCIL INFORMATION DATES SENT EXTENSION DATES

DATE INFO SENT TO LAW DEPT .: 3/6/91

INTRODUCTION DATE: 3/12/91

DISCUSSION DATE: 3/19/91

PASSAGE DATE: 3/26/91

ORDINANCE NO .:

REFERENCE NO. 996
FILTRATION PLANT
DISPOSAL/REMOVAL OF ASBESTOS
2/21/91

| DESCRIPTION       | SUMMIT    | ASBESTOS     | SPECIALTY   | NATIONAL    | CUSTOM       |
|-------------------|-----------|--------------|-------------|-------------|--------------|
|                   | ABATEMENT | ANALYTICAL   | SYSTEMS     | SALVAGE     | ABATEMENT    |
| LABOR CHRG PER HR | *         | \$15.00      | \$39.98     | \$20.00     | \$12.00      |
| TOTAL BID         |           | \$148,771.39 | \$62,600.00 | \$84,500.00 | DID NOT LIST |

\*DISQUALIFED BID BOND NOT WITH BID

# FRONT PAGE/INVITATION TO BID DEPARTMENT OF PURCHASING CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA ONE MAIN STREET - ROOM 350 PHONE 219-427-1101

| BID OPENING DATE 1-31-91 @ 11:00 AM BID REFERENCE # 996 /  |
|--|
| SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.  |
| SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER". |
| THIS INVITATION FOR BID IS FOR LABOR, MATERIALS & EQUIPMENT  |
| FOR THE REMOVAL & DISPOSAL OF ASBESTOS PER SPECIFICATIONS  |
| AND REQUESTED BY THREE RIVERS FILTRATION PLANT   |
| THIS BID REQUIRES A XXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.   |
| THIS BID REQUIRES A XXXX 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).  |
| PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.  |
| THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.   |
| THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.     |
| FIRM NAME Specialty Systems of Indiana, Inc.   |
| STREET ADDRESS 3217 E. Washington Blvd.  |
| CITY Fort Wayne   PHONE #(219)422-0041   |
| BY Much Barner   |
| REPRESENTATIVE SIGNATURE   |

# BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS .

(Defined at 1.C. 36-1-2-9.5) (Please type or print)

|  |  |   | •              |         |
|--|--|---|----------------|---------|
|  | Date: 1-   | 24-91   |                |         |
| 1. Governmental Unit:  | City of Fort Wayne   |   |                |         |
| 2. County: 3. Bidder (Firm):   | Allen  |   |                |         |
| Address:   | Specialty Systems 3217 E. Washington   | of Indiana, Ind   | . ,            |         |
| City/States  | D-1 77   | Blvd.   |                |         |
| 4. Telephone Number:   | (219)422-0041  | 1002  |                | - 0     |
| 5. Agent of Bidder (1f   |  |   |                |         |
|  | undersigned offers bid(s) to Ci  | ty of Ft. Wayne   | (Gov-          |         |
|  | y classes or items, in accordance i render such bid void as to that price than the price stated in hi he will not withdraw his bid from  | with specifications. An<br>class or item. Bidder p<br>s bid for the materials<br>the office in which it i | y changes or   |         |
|  | _  | Signature of Bidder of  |                |         |
|  |  | sidegrate of Glodel G   | Agent          |         |
| 2 .  |  |   |                |         |
|  | BIO OFFER OR PROPOSAL  |   |                |         |
| Attach separate sheet listing  |  |   |                | g- Long |
| Following is an example of the bid for   | ABT:   | ans published by governing  | ig body.       |         |
|  | A THE RESERVE OF THE PARTY OF T |   | * 4            |         |
| Class or Item Quantity   | init Description   | Unit Frice  | Amount         |         |
|  |  |   | 1960年1         | 100     |
|  |  |   |                |         |
|  |  |   |                |         |
|  | NON-COLLUSION AFFIDAVIT  |   |                |         |
| STATE OF INDIANA )   |  |   |                |         |
| ALLEN COUNTY ) \$5:  |  |   | The second     |         |
|  |  |   |                |         |
| the undersigned bidder or agent member, representative, or agent of the entered into any combination, collusion snyone at such letting nor to prevent and that this bid is made without referenced in the entered in the combination with any other person in re-  | ny person from bidding nor to indu   | thership represented by   | him,<br>bid by |         |
| He further says that no person-<br>or indirectly, any rebate, fee, gift, o   | or persons, firms, or corporation i  | has, have or will receive   | directly       |         |
|  |  | 7   | of Indiana,    | Inc     |
|  | _  | Midder (Fign)   | V.             | IIIC.   |
|  |  | Mante   | Line           |         |
|  | 00.1   | Signature of Bidden or  | Agent          |         |
| Subscribed and sworm to before   |  | ry 191  | 31, 2, 110, 12 |         |
| ly Commission Expires: April 6,  | 1994   | · M . W . X   | 1 5 1          | 1       |
| county of Residence: Allen   |  | Motary Public   |                | 1/3-2   |
|  |  | MADIO P. Stice  | will la        | 3-7     |
|  | No   | tary Public Printed   | Name           | 1 3     |
| the state of the s | ACCEPTANCE   |   | 343            | 333 633 |
| There now being sufficient unob  | ligated appropriated funds available   |   | 300            | Janin.  |
| (Gove  | nmental Unit) hereby accepts the t   | erms of the attached bld  | for //////     | Millin. |
| uoted for the materials stipulated, in   | and promises to pay the undersig   | ned bidder upon delivery  | the price      |         |
| Contracting Authority Hambers:   | Dat  | et  |                |         |
| Contracting Authority Amicors  |  |   |                |         |
|  |  |   |                |         |
|  |  |   |                | -       |
|  |  |   |                |         |
|  |  |   |                |         |

# SPECIFICATIONS FOR ASBESTOS REMOVAL FOR THE THREE RIVERS FILTRATION PLANT

THESE SPECIFICATIONS ARE TO INCLUDE BUT NOT BE LIMITED TO LABOR, MATERIALS AND EQUIPMENT FOR THE REMOVAL AND DISPOSAL OF THE COMBINED SQUARE FOOTAGE OF FLOOR TILE AND VESSEL INSULATION, WHICH IS EQUAL TO APPROXIMATELY 3200 SF AND 4500 LF OF PIPE INSULATION. ALL REMOVAL AND DISPOSAL WILL BE DONE IN ACCORDANCE WITH EPA, OSHA AND INDIANA STATE BOARD OF HEALTH GUIDELINES BY A REGISTERED AND/OR CERTIFIED FIRM FOR ASBESTOS ABATEMENT AND REMOVAL.

YOUR BID SHOULD INCLUDE THE FOLLOWING:

COPY OF REGISTRATION/CERTIFICATION

LABOR CHARGE PER HOUR: \$ 39.98

TOTAL BID PRICE: \$ 62,600.00

| BOND | NO. | SBP12105696 |
|------|-----|-------------|
|      |     |             |

# RIDER TO BOND INVOLVING TOXIC MATERIAL

This bond is being issued subject to the following express conditions which shall survive the release and discharge of Surety from any further liability of its performance obligations required under it's bond:

- The bond issued by Surety shall not be considered to be a substitute or in any other way satisfy the requirement for any type of insurance that may be contained in the contract documents between the Principal, Obligee and/or Owner.
- SECOND: No suit shall be commenced against the Principal or Surety for any default in performance or for labor performed or material supplied, after two years from the date of the contract between the Principal and Obligee, or one year after substantial completion, whichever occurs last.
- THIRD:

  No right of action against Surety shall inure to the benefit of any person, firm or corporation other than the Obligee, or for the use or benefit of the Obligee.
- Notwithstanding any provision contained to the contrary in the contract documents between the Principal, Obligee and/or Owner, Surety shall not be held liable or in any other respect be responsible to the Obligee or to any person, firm or corporation for any act(s) of negligence by the Principal, its agents, servants or employees or by any contractor employed by Surety to complete the contract in the event of the Principal's default, while performing the contract, which results in personal injuries or property damage.

| This | +ho | 31st | day | of | January | 1991   |  |
|------|-----|------|-----|----|---------|--------|--|
| This | the | 0100 | uay | OT |         | <br>17 |  |

Indiana Lumbermen's Mutual Insurance Company
SURETY

Attorney-in-Fact Cheri L. Davis

# BID OR PROPOSAL BOND

| REINCIPAL, (hereinafter called the Principal), and Indiana Lumbermen's Mutual Insurance Company and autorized to transac general sureity business in the State of Illinois, as SURETY, (hereinafter called the Surety), are held firmly bound unto City of Fort Wayne, Indiana  One Main Street Room 350 Fort Wayne, IN 46802  s OBLIGGE, (hereinafter called the Obligee), in the sum equal to 5 % of the accompanying bid of the Principal, no covered (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of which sum well and turly to be made, the said Principal and the said Surety (high surety), or the payment of the payment of the said payment of the said payment of the payment of the said payment of the said payment of the designated work, (2) the furnishing of the specified goods, supplies or produce; to-wit:  Abbestos removal at: Three Rivers Filtration Plant 1100 Griswald St. Fort Wayne, IN 46802  NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall have a designated and the principal within the times permitted therefor size such contract forms are presented amendment thereof acceptable to the Principal, within the time permitted therefor size such contract forms are presented amendment thereof acceptable to the Principal, within the terms of said proposal of bid, or a within the Principal shall in case of failure to to do, pay to the | KNOW ALL MEN BY THESE PRESENTS, that we  | ayne, IN 46802   |
|--|--|--|
| One Main Street Room 350 Fort Wayne, IN 46802  Street Room 350 Fort Wayne, IN 46802  Street Room 350 Fort Wayne, IN 46802  Street Room 750 Fort Wayne, IN 46802  Street Room 750 Fort Wayne, In 822536 Fort Wayne, IN 46802  Street Room 750 Fort Payner of which sum well and truly to be made, the said Principal and the said Surer Street Room 750 Fort the payment of which sum well and truly to be made, the said Principal and the said Surer Street Room 750 Fort He payment of which sum well and truly to be made, the said Principal and the said Surer Street Room 750 Fort Room 75 | s PRINCIPAL, (hereinafter called the Principal), and   | Indiana Lumbermen's Mutual Insurance Company   |
| One Main Street Room 350 Fort Wayne, IN 46802  strong of Children (Children)  |  |  |
| SOBLIGEE, (hereinafter called the Obligee), in the sum equal to 5 % of the accompanying bid of the Principal, no lowever, in excess of Four Thousand Pifty and no/100's———————————————————————————————————   |  | Wayne, IN 46802  |
| THE CONDITIONS OF THIS CBLIGATION IS SUCH, That, whereas the Frincipal has submitted or is about to submit to the Doligee a proposal or bid, dated on or about the date mentioned below, for: (1) the performance of the designated work, (2) the furnishing of the specified goods, supplies or products, to-wit:  Asbestos removal at: Three Rivers Filtration Plant  1100 Griswald St. Fort Wayne, IN 46802  NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but sh duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a draw member thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented amendment thereof acceptable to the Principal, within the time permitted therefor after such contract, or any part thereof; and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof a shall give bond or bonds for the faithful performance thereof a faithful performance with the damages which the Obliges shall have actually suffered by reason of such faithful graves to the performance thereof a faithful performance thereof acceptable within the time specified within the shall be greater, and unless the Obliges hereunder shall give notice | One Main Street Room 550 Fore  | sum equal to 5 % of the accompanying bid of the Principal, not,  |
| Asbestos removal at: Three Rivers Filtration Plant 1100 Griswald St. Fort Wayne, IN 46802  NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall not legally withdraw said bid within or at the times permitted therefor, but shall construct with the Obligee, in accordance with the terms of said proposal or bid, or a duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a mendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented amendment thereof acceptable to the Principal within the time permitted therefor after such contract forms are presented the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give not on the principal shall have actually suffered by reason of such failure, not exceeding the penal sum of the bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.  PROVIDED, HOWEVER, that no action shall lie, or claim be enforced hereunder, unless the award on the basis of said within the shall have been made within the shall be greater, and unless legal action to enforce any claim hereunder shall have been comment time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been comment within six (6) months from the date of the formal opening of said bid.  PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unles | THE CONDITIONS OF THIS OBLIGATION IS SUCH  | I, That, whereas the Principal has submitted or is about to submit to the sementioned below, for: (1) the performance of the designated work, or   |
| 1100 Griswald St. Fort Wayne, IN 46802  NOW, THEREFORE; if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but shall make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a damendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented amendment thereof acceptable to the Principal, within the time permitted therefor after such contract, or any part thereof; and if the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go the principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go thereinto, as in the specifications or contracts provided; or if the Principal shall, in case of failures so to do, pay to the Oblightereinto, as in the specifications or contracts provided; or if the Principal shall, in case of failures so to do, pay to the Oblightereinto, as in the specifications shall have actually suffered by reson of such failure, not exceeding the penal sum of the damages which the Obligee shall have actually suffered by reson of such failure, not exceeding the penal sum of the damages which the Obligee shall be not claim be enforced hereunder, unless the award on the basis of said shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the shall have been made within thirty (30) days after the formal opening of said bid, or within the time specified within the provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said-award at provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said-award at time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been comment within six (6) months from the date of the for |  | ore Filtration Plant   |
| NOW, THEREFORE, if the Principal shall not legally withdraw said bid within or at the times permitted therefor, but she duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a duly make and enter into a written contract with the Obligee, in accordance with the terms of said proposal or bid, or a samendment thereof acceptable to the Principal, within the time permitted therefor after such contract forms are presented amendment thereof, acceptable to the Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go Principal shall give bond or bonds for the faithful performance thereof, and/or for payment for labor and materials go the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of the damages which the Obligee shall have actually suffered by reason of such failure, not exceeding the penal sum of the damages which the Obliges shall have actually suffered by reason of such failure, not exceeding the penal sum of the damages which the Obliges shall have been made within thirry (30) days after the formal opening of said bid, or within the time specified within the provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said-award at time of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commen within six (6) months from the date of the formal opening of said bid.  PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Cartified Copy of Power of Attorney shall correspond with the Bond Number set out above.  Signed, sealed, and dated this  | 1100 Grisw   | vald St. 2 TN 46802  |
| shall have been made within thirty (30) days and unless the Obligee hereunder shall give notice to Surety of said award at provisions, whichever time shall be greater, and unless the Obligee hereunder shall give notice to Surety of said and provisions, whichever time shall be greater, and unless legal action to enforce any claim hereunder shall have been commentume of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commentume of notification to the Principal; and unless legal action to enforce any claim hereunder shall have been commentume of said bid.  PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Cartified Conference of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon with the Bond Number sat out above.  Copy of Power of Attorney shall correspond with the Bond Number sat out above.  Signed, saaled, and dated this 31st day of January Specially Systems of Indiana, Inc.  By Brincip Indiana Lumbermen's Mutual Insurance Comp  The Principal Language of Attorney-in-Faction and the Principal Systems of Indiana, Inc.  Cheri L. Davis  | amendment thereof acceptable to the Principal, with<br>the Principal for execution, should the Obligee awar<br>Principal shall give bond or bonds for the faithful<br>thereinto, as in the specifications or contracts provid<br>the damages which the Obligee shall have actually   | rd the Principal the said work or contract, or any part thereof; and if the performance thereof, and/or for payment for labor and materials going performance thereof, and/or for payment for labor and materials going led: or if the Principal shall, in case of failure so to do, pay to the Obligation of the period of such failure, not exceeding the penal sum of the period and remain in full force and virtue. |
| PROVIDED, always, that this Bond shall not be valid and binding upon the Surety unless accompanied by a Cartified C of a Power of Attorney authorizing the undersigned Attorney-in-Fact to execute such a bond, the Serial Number upon with the Bond Number sat out above.  Copy of Power of Attorney shall correspond with the Bond Number sat out above.  Signed, sealed, and dated this   | shall have been made within thirty (30) days are to provisions, whichever time shall be greater, and unless leading to the Principal; and unless leading to the | ess the Obligee hereunder shall give notice to Surety of said award at uses the Obligee hereunder shall have been commence   |
| Signed, sealed, and dated this   |  | the assemblation by a Certified Cos  |
| Signed, sealed, and dated this 31st day of January Specialty Systems of Indiana, Inc.  Sy Indiana Lumbermen's Mutual Insurance Comp  | PROVIDED, always, that this Bond shall not be va<br>of a Power of Attorney authorizing the undersigned   | Attorney-in-Fact to execute such a bond, the Serial Number upon whi  |
| Signed, sealed, and dated this 31st day of Specialty Systems of Indiana, Inc.  Specialty Systems of Indiana, Inc.  Frincis  Indiana Lumbermen's Mutual Insurance Comp  SY Amorney-in-Fa  | Copy of Power of Attorney shall correspond with the  | 30 91  |
| Cheri L. Davis  Amorney-in-Fa  | Signed, saaled, and dated this31st   | Specialty Systems of Indiana, Inc.   |
| Cheri L. Davis  Amorney-in-Fa  |  | BY / YMCN / WOOD Principa  |
| Cheri L. Davis   |  | Indiana Lumbermen's Mutual Insurance Compa   |
| Page 2 of 3  |  | Cheri I Davis  |
| SBP12105696  | Page 2 of 3  | Cheri L. Davis   |



| JEII II.   | Washington Blvd.   |  |   |  | Fort Wa  | lyne,  | IN   | 468  | 02  |
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|  |  |  |   |  | POWEN  | NO.  | A  |  |   |
| KNOW ALL MEN B existing under the I and appoint  | BY THESE PRESENTS, that the laws of the State of Indiana,  | he Indiana I<br>with its princ   | Lumbermens<br>cipal office in   | Mutual Ins   | urance Com<br>Indianapolis   | pany, a C<br>s, Indiana,   | orporati<br>does h   | on duly org<br>ereby mak   | ganized and<br>e, constitute  |
| and appoint  |  | Ch   | eri L. Da   | vis.   |  | St   | ate of _   | Illinoi  | S   |
| as its true and law<br>and all Bonds and<br>its behalf as follows:   | ful Attorney(s)-in-Fact, with fu<br>undertakings, recognizances  | uil power and, contracts   | d authority hoof indemnity,   | ereby confe<br>and other   | erred to sign<br>writings obl  | , execute,<br>igatory in   | acknow<br>the nati   | vledge and<br>ure thereo   | deliver any<br>for and on   |
| The obligation of t  | he Company shall not excee   | ed one millie  | on (\$1,000,00  | 00.00) doll  | ars.   |  |  |  |   |
| And to bind the Co<br>indemnity, and other<br>of the Corporation,<br>is executed and m<br>Indiana Lumberme | orporation thereby as fully as<br>er writings obligatory in the r<br>hereby ratifying and confirming<br>hay be revoked pursuant to<br>ns Mutual Insurance Compa  | nd to the sa<br>lature thered<br>ing all that the<br>and by auth<br>any, which r   | ame extent a<br>of were signe<br>the said Attor<br>nority granted<br>eads as follo  | s if such E<br>d by the F<br>ney(s)-in-F<br>by Article<br>ws:  | Bonds and u<br>President, se<br>act may do<br>IV, Section  | indertaking<br>aled and<br>in the pre<br>i 2-A (1)   | gs, reco<br>duly atte<br>mises. 1<br>and (2)   | gnizances,<br>ested by th<br>This Power<br>of the By-  | contract of<br>e Secretary<br>of Attorney<br>_aws of the                    |
| (1) The Preside<br>Corporation<br>recognizate<br>Attorney-in-  | ent or any Vice President shen, to appoint Attorneys-in-<br>ces, contracts of indemnity, a<br>-Fact and to revoke the pov  | all have the<br>Fact for p<br>and other w<br>ver and aut   | power and a<br>urposes onl<br>ritings obligat<br>hority given   | uthority, by<br>y of exec<br>ory in the<br>o him.  | and with the truth and a contract the truth and a contract the contrac | attesting<br>of, and at  | to Bond<br>any tim   | in the Sec<br>is and ur<br>e to remov  | dertakings,<br>e any such   |
| Attorney is<br>recognizant<br>any such a<br>attested by  | n-Fact when so appointed s<br>ssued to them, to execute<br>ces, contracts of indemnity,<br>Attorney-in-Fact shall be as<br>the Secretary.  | and other v  | writings oblig  | atory in the<br>oration as   | e nature the   | ereof, and<br>y an Exec  | such in<br>cutive O  | strument of the strument of th | executed by sealed and  |
| IN WITNESS WHE   | REOF, the Indiana Lumbern  | nens Mutua   | I Insurance C   | company h  | as caused  | these pres   | sents to   | be signed  | by its Vice   |
| President, attested  | by its Secretary and its Corpo   | rate Seal to   | be hereto affi:   | ced this   | FIRST  | da   | y of   | MAY  | 19 <u>90</u> .  |
| ATTEST:  | 0  | . /  | ALIE THE PARTY OF     | Indiana L  | umbermens  |  |  |  |   |
|  | 7/1/0  | ([   | ("")E   | Bv   | 1 ×/1/   | ra VI  | cus  | *  |   |
| Ву   | J. W. Rodney   | 11   | SEALS   | -,-  | O acc  | V/ce P   | resident   |  |   |
| STATE OF INDIAN<br>COUNTY OF MAR   | Secretary 4  | (6   |   |  | - Out  | V/ce P   | resident   |  |   |
| STATE OF INDIAN<br>COUNTY OF MAR   | Secretary A<br>NA SS:  | day of   |   | ΛΑΥ  |  | 19 90  | before   | me pers  | onally came   |
| STATE OF INDIAN COUNTY OF MAR  On this the individual who above instrument a                               | Secretary 4  | t he is the t  | ne known, who   | MAY o being by bed and a   | me duly sy<br>uthorized of   | 1990<br>vorn, ackr<br>ficer of the   | _, before<br>nowledge<br>e Indian<br>ent is su   | e me perse<br>ed the exe<br>a Lumberr<br>ich corpora   | cution of the<br>nens Mutual<br>te seal; that                               |
| STATE OF INDIAN COUNTY OF MAR  On this the individual who above instrument a                               | Secretary  NA SS:  FIRST  executed the preceding instrand did depose and say; that he knows the seal of by order of the Board of Dir   | rument, to me<br>the is the the<br>said Corporectors of said   | the known, whetherein description; that the aid Corporation   | AAY o being by bed and a e seal affix on; and the  | me duly sy<br>uthorized of<br>ed to the sai<br>at he signed  | 19 90<br>worn, ackr<br>ficer of the  | _, before<br>nowledge<br>e Indian<br>ent is su<br>le theret  | e me perse<br>ed the exe<br>a Lumberr<br>ich corpora<br>to by like   | cution of the<br>nens Mutual<br>ite seal; that<br>order.                    |
| STATE OF INDIAN COUNTY OF MAR  On this   | Secretary  NA SS:  FIRST  executed the preceding instrand did depose and say; that he knows the seal of by order of the Board of Dir   | rument, to me<br>the is the the<br>said Corporectors of said   | the known, whetherein description; that the aid Corporation   | AAY o being by bed and a e seal affix on; and the  | me duly sy<br>uthorized of<br>ed to the sai<br>at he signed  | 19 90<br>worn, ackr<br>ficer of the  | _, before<br>nowledge<br>e Indian<br>ent is su<br>le theret  | e me perse<br>ed the exe<br>a Lumberr<br>ich corpora<br>to by like   | cution of the<br>nens Mutual<br>ite seal; that<br>order.                    |
| STATE OF INDIAN COUNTY OF MAR  On this   | Secretary  NA   SS:  FIRST  executed the preceding instrand did depose and say; that hy; that he knows the seal of by order of the Board of Dir  My Commission Expires  NA   SS:   | ument, to me the is the the said Corpor ectors of said   | the known, whitherein description; that the aid Corporation of the cor    | MAY o being by bed and a e seal affix on; and the  | me duly sy<br>uthorized of<br>ed to the sal<br>at he signed  | 19 90<br>worn, ackr<br>ficer of the<br>d instrumed<br>his name   | _, before<br>nowledge<br>e Indian<br>ent is su<br>e theret   | e me perse<br>ed the exe<br>a Lumberr<br>ich corpora<br>o by like  | cution of the<br>hens Mutual<br>ite seal; that<br>order.                    |
| STATE OF INDIAN COUNTY OF MAR  On this   | Secretary  NA SS:  FIRST  executed the preceding instrand did depose and say; that he knows the seal of by order of the Board of Dir  My Commission Expires  NA SS:  ed, Secretary of the Indians a true and correct copporary, which is still in force                                      | na Lumber by of a Poe and effe   | the known, whitherein description; that the aid Corporation of Attention of Attenti    | MAY o being by bed and a e seal affix on; and the  | me duly sw<br>uthorized of<br>ed to the sal<br>at he signed<br>ce Compa<br>ecuted by   | vorn, ackr<br>ficer of the<br>d instrumed his name<br>ette, and notes  | _, before nowledge e Indian ent is su le theret  | e me persided the exercited th | the above   |
| STATE OF INDIAN COUNTY OF MAR  On this   | Secretary  NA SS:  FIRST  executed the preceding instrand did depose and say; that he knows the seal of by order of the Board of Dir  My Commission Expires  NA SS:  ed, Secretary of the Indians a true and correct copysion in the seal of the board of Dir  My Commission Expires  NA SS: | na Lumber of a Poe and effective and effecti | mens Mutua<br>cower of Attention o | MAY o being by bed and a seal affix on; and the seal affix on; and the seal affix on; and the seal all Insurant orney, exauthority and held all of the C ted by the g Attorney, expensive and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the C ted by the generative and the seal of the control of the con | ce Compa<br>ecuted by<br>of the following the sident of<br>president of<br>in-Fact to sidents of the sident of   | ny, do he said Indian the said | _, before nowledge e Indian ent is sue theret my Public ereby c diana L ion of the 1973. gnature resident name a actory in | e me persided the exercise a Lumberrich corporato by like  Leten  Leten  de Board of the Sect to pursuant and on bether the nature   | the above ens Mutual Directors of retary on to Article alf of the entereof. |

Secretary



# ERTIFICATE OF INSURA

COBB CORPORATE CENTER / 300 · 350 FRANKLIN ROAD MARIETTA, GEORGIA 30067 • (404) 428-3700 • (800) 388-3647 CERTIFICATE NO. 901036604

ISSUE DATE (MM/DD/YY) 04/23/90

| INSURED PROJECT INFORMATION:<br>Contract No.                          | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
|---|--|
| Project Name  | TOTAL CONTRACT AMOUNT:\$   |
| Description   |  |
| INSURED:  |  |
| SPECIALTY SYSTEMS, INC. 302 SOUTH STATE AVENUE INDIANAPOLIS, IN 46201 |  |
|   |  |

# COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| TYPE OF INSURANCE   | POLICY NUMBER                             | POUCY<br>EFFECTIVE DATE E<br>(MM/DO/YY) | POUCY<br>EXPIRATION DATE<br>(MM/DO/YY) | LIABILITY                    | LIMITS                          |
|---|---|---|--|------------------------------|---------------------------------|
| PREMISES/OPERATIONS COMPLETED OPERATIONS PERSONAL INJURY                    | CGL 90-103-003                            | 03/31/90                                | 03/31/91                               | \$ 2,000,000<br>\$ 5,000,000 | EACH<br>OCCURRENCE<br>AGGREGATE |
| □ CONTRACTUAL     □ PROPERTY DAMAGE     □ PRODUCTS     □ ASBESTOS ABATEMENT | ADDITIONAL COMMENTS:  Addl Named Insured: | Specialty Systems                       | of Indian                              | a, Inc.                      |                                 |
| FORM OF COVERAGE OCCURRENCE   |   |   |  |                              | W. T.                           |

# DESCRIPTION OF OPERATIONS/SPECIAL ITEMS

This certificate is issued solely with respect to the referenced project and is not applicable to any project not specified on an insurance certificate issued by American Safety Risk Retention Group, Inc. The recipient of this certificate has the obligation to verify coverages for the Named Insured and Additional Insureds. The premium payable by the Insured is determined by the Contract Amount shown the recipient of this certificate has the congestion to verify coverages for the named insured and Additional Insureds. The premium payable by the insured is determined by the Contract Amount, shows a subsequent above. Failure of the Insured or the recipient of this certificate to notify American Safety Risk Retention Group, Inc. either of any inaccuracy or discrepancy in the Contract Amount, or any subsequent increase in said Contract Amount, exceeding live (5%) percent, shall result in forfeiture of all rights to coverage under the pokey shown above. For maintenance, time and material or continuing contracts increase in said Contract Amount, exceeding live (5%) percent, shall result in forfeiture of all rights to coverage under the pokey shown above. having no original aggregate Contract Amount, the Insured must provide to American Salety Risk Retention Group, Inc. a copy of all work orders, invoices, releases or other evidence of work performed, or to be performed, including the Contract Amount thereof, and make payment of all applicable premiums with respect to same. Failure of the Insured to properly report all such work, and pay all applicable premiums therefor, shall result in lorieiture of all rights to coverage under the policy shown above.

Coverage under the policy shown above is conditioned upon the Insured's compliance with salety Guidelines issued by American Salety Risk Retention Group, Inc. which form a part of the policy. American Salety Risk Retention Group, Inc. reserves the right to require inspections of the insured's performance on the project shown above and on other projects being performed by the insured, and failure of the Insured, or any recipient of a certificate oil insurance, to permit such inspections shall result in forfeiture of all rights to coverage under the policy. Subject to the foregoing and all terms, conditions and exclusions of the policy, including exclusions for environmental impairment and professional errors and omissions, the policy extends coverage to the named insured for certain activities undertaken in connection with aspestos abatement contracts. The terms, exclusions and conditions of the policy govern the extent of coverage.

|      | <br> |      | A 1 100 | 4 . |
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| CERT |      | 2101 |         |     |
|      |      |      |         |     |
|      |      |      |         | _   |

# CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ENVIRONMENTAL MANAGEMENT INSURANCE SERVICES, INC.

# INDUSTRIAL CLIENTS

ALCOA CORPORATION U.S. Highway 66 Newburg, IN 47630 (812)853-4902 Mr. Art Dyson, Jr.

ALLISON - G.M.
P.O. Box 420
Indianapolis, IN 46206
(317)242-4730
Mr. Mike Ellis

ARCHER DANIELS MIDLAND CO. Box 249 Frankfort, IN 46041 (317)654-8729 Mr. Dennis Oberg

ARVINS INDUSTRY, INC. 1531 13th Street Columbus, IN 47201 (812)379-3000 Mr. Jim Wallace

BUTLER UNIVERSITY
4600 Sunset Avenue
Indianapolis, IN 46208
(317)283-9393
Mr. Nick Hill

CBS - COLUMBIA HOUSE 1400 N. Fruitridge Ave. Terre Haute, IN (812)466-8125 Mr. Marvin Willen

CHRYSLER CORPORATION 1817 I Street New Castle, IN 47362 (317)521-1655 Mr. Carl Burgess

CPC INTERNATIONAL 1437 W. Morris Street Indianapolis, IN 46221 (317)634-5243 Ms. Diane K. Hotopp INDUSTRIAL CONTRACTORS, INC. 401 NW 1st Evansville, IN 47702 (812)423-7832 Mr. Bill Nix

INDIANAPOLIS WATER COMPANY 1220 Waterway Blvd. Indianapolis, IN 46206 (317)263-6370 Mr. Thomas Richardson

KRAFT FOODS CORPORATION 801 Waukegan Road Glenview, IL 60025 (312)998-3758 Mr. Clarence Sebesta

MPD 316 E. 9th Owensboro, KY 42301 (512)685-6303 Mr. Robert Wessel

NATIONAL STARCH 1515 S. Drover Indianapolis, IN 46206 (317)352-4314 Mr. Ted Gruenhagen

PILLSBURY CORPORATION 1100 Grand Line Road New Albany, IN 47150 (812)944-8411 Mr. Fred Nieter

PREMIER INDUSTRIAL CORP. 4500 Euclid Avenue Cleveland, OH 44103 (216)391-8300 Mr. Sam Kuhn

P.T. COMPONENTS
20 South Belmont Avenue
Indianapolis, IN 46206
(317)267-2425
Mr. Bruce Carlson

DETROIT DIESEL ALLISON P.O. Box 894 Indianapolis, IN 46206 (317)242-4730 Mr. Mike Ellis

ELI LILLY & COMPANY 307 East McCarty Indianapolis, IN 46285 (317)261-3838 Mr. Darrell DeBruhl

FIRESTONE CORPORATION 17th & Pleasant Road Noblesville, IN 46460 (317)773-0650 Mr. Mike Schall

FORD MOTOR CO.
6900 English Avenue
Indianapolis, IN 46219
(317)352-4314
Mr. Tom Powell

GAF CHEMICAL CORPORATION
P.O. Box 37
Calvert City, KY
(502)395-4165
Mr. Rich Ranage

GENERAL ELECTRIC PLASTICS
Highway 69 South
Mt. Vernon, IN 47620
(812)838-7000
Mr. Dave Clendenen

GENERAL MOTORS CORPORATION 2400 West Second Avenue State Road 18 West (317)668-2527 Mr. Jim Forcum

GTE INCORPORATED
1312 East Empire Street
Bloomington, IL 61701
(309)663-3192
Mr. Richard Wyss

QUAKER OATS CO. 2002 S. East Street Indianapolis, IN 46206 (317)788-7511 Mr. Lance Oxley

RALSTON PURINA CO. Checkerboard Square St. Louis, MO 63164 (314)982-2121 Mr. James Steininger

RCA 600 N. Sherman Drive Indianapolis, IN 46206 (317)267-6497 Mr. R.E. Secur

REGENCY AND ASSOCIATES 5005 Washington Avenue Evansville, IN 47715 (812)477-8893 Mr. Dave Wanninger

REILLY TAR & CHEMICAL CORP. P.O. Box 41076 Indianapolis, IN 46241 (317)247-8141 Mr. Rick Jacobs

STEWART - WARNER CORPORATION 1514 S. Drover Street Indianapolis, IN 46221 (317)267-1658 Mr. Joseph Gillaspy

THERMO ENERGY #1 Ashley Street St. Louis, MO 63102 (314)621-3550 Mr. Rich Schmuz

WHIRLPOOL CORPORATION U.S. Highway 41 N. Evansville, IN 47727 (812)426-4665 Mr. Walter Goeltz

# ANNUAL MAINTENANCE AGREEMENT REFERRAL LIST

BELOW IS A PARTIAL LIST OF AMA CLIENTS. FEEL FREE TO CALL ANY OR ALL OF THEM.

Eli Lilly & Company Lilly Corporate Center Indianapolis, IN 46285 Mr. Darrell DeBruhl (317)276-2402

Eli Lilly & Company 1200 Kentucky Avenue Indianapolis, IN 46219 Mr. Robert Talley (317)276-5521

Crawfordsville Electric Light & Power Company Route #23 Crawfordsville, IN 47933 Mr. Steven Clark (317)362-1900

Indianapolis Power & Light Company Ford Motor Company 25 Monument Circle P.O. Box 1595 Indianapolis, IN 46206 Mr. Mike Shelton (317)242-5000

Indianapolis Power & Light Company 25 Monument Circle P.O. Box 1595 Indianapolis, IN 46206 Mr. George Werres (317)261-8682

General Motor Truck & bus 340 White River Parkway Indianapolis, IN 46206 Mr. Jeff Yeager (317)269 - 5066

Eli Lilly & Company P.O. Box 685 Lafayette, IN 47902 Mr. Gene Remaly (317)447-4642

National Starch Power Plant 1515 Drover Street Indianapolis, IN 46206 Mr. Dan Mussen (317)630-2244

Detroit Diesel Allison P.O. Box 894 Indianapolis, IN 46206 Mr. Mike Ellis (317)242-4730

6900 English Avenue Indianapolis, IN 46219 Mr. Tom Powell (317)352-4314

Reilly Tar & Chemical Corp. P.O. Box 41076 Indianapolis, IN 46241 Mr. Rick Jacobs (317)247 - 8141

# MAJOR ASBESTOS ABATEMENT JOBS COMPLETED IN PAST THREE (3) YEARS

|                                       | COTOTOG WOUNT            | COOR INTENTION                       | TOWN THE THE TWO IS NOT |                    |               |
|---------------------------------------|--------------------------|--------------------------------------|-------------------------|--------------------|---------------|
| CUSTOMER                              | LOCATION                 | TYPE OF WORK                         | \$ AMT.                 | CUSTOMER CONTACT   | TELEPHONE NO. |
| Columbus East<br>High School          | Columbus<br>Indiana      | Asbestos Removal<br>Fireproofing     | 498,599.00              | Jeff Marshall      | (317)376-4214 |
| CPC International<br>Special Products | Indianapolis<br>Indiana  | Asbestos Removal<br>Pipe Insulation  | 420,503.00              | Diane Hotopp       | (317)632-5321 |
| Eli Lilly<br>Lilly Corporate          | Indianapolis<br>Indiana  | Asbestos Removal<br>Pipe Insulation  | 5,000,000.00            | Darrell DeBruhl    | (317)276-2402 |
| Indiana<br>Convention Ctr.            | Indianapolis<br>Indiana  | Asbestos Removal<br>Fireproofing     | 252,000.00              | William Sampson    | (317)632-4321 |
| Department of<br>Public Works         | Indianapolis<br>Indiana  | Asbestos Removal<br>Insulation       | 114,000.00              | Norman Albershardt | (317)232-8009 |
| Saint Vincents<br>Hospital            | Indianapolis<br>Indiana  | Asbestos Removal<br>Fireproofing     | 100,000.00              | William Michaels   | (317)871-2448 |
| Eli Lilly<br>Kentucky Avenue          | Indianapolis<br>Indiana  | Asbestos Removal<br>Tank Insulation  | 700,000.00              | Robert Talley      | (317)276-5521 |
| U.S. Postal<br>Service-1985           | Ohio-Indiana<br>Kentucky | Various Types                        | 1,500,000.00            | Les Fream          | (312)765-5331 |
| Eastwood Middle<br>School             | Indianapolis<br>Indiana  | Asbestos Removal<br>Fireproofing     | 346,126.00              |                    |               |
| Ford Motor Co.                        | Indianapolis<br>Indiana  | Asbestos Removal<br>Fireproofing     | 193,000.00              | Tom Powell         | (317)352-4314 |
| U.S. Postal<br>Service-1986           | Ohio-Indiana<br>Kentucky | Asbestos Removal<br>Various Types    | 1,500,000.00            | Les Fream          | (312)765-5331 |
| Twin Lakes High<br>School             | Monticello<br>Indiana    | Asbestos Removal<br>Fireproofing     | 720,000.00              | Tom Fletcher       | (219)583-7211 |
| Genéral Motors<br>Truck & Bus         | Indianapolis<br>Indiana  | Asbestos Removal<br>Power Plant      | 210,000.00              | Jeff Yaeger        | (317)269-5066 |
| Investors<br>Trust Bldg.              | Indianapolis<br>Indiana  | Asbestos Removal<br>FireproofRespray | 396,503.00              | Scott Hokanson     | (317)638-3576 |

# ASBESTOS ABATEMENT JOBS COMPLETED (CONT'D)

| CUSTOMER                              | LOCATION                | TYPE OF WORK                          | \$ AMT.      | CUSTOMER CONTACT   | TELEPHONE NO.            |
|---------------------------------------|-------------------------|---------------------------------------|--------------|--------------------|--------------------------|
| U.S. Postal<br>Service                | Chicago<br>Illinois     | Asbestos Removal<br>Term Contract     | 400,000.00   | Bill Lowler        | (312)765-4948            |
| Eli Lilly<br>Corporate Center         | Indianapolis<br>Indiana | Asbestos Removal<br>Time & Material   | 4,000,000.00 | Darrell DeBruhl    | (317)276-2404            |
| MPD                                   | Evansville<br>Indiana   | Asbestos Removal<br>Time & Material   | 200,000.00   | Bob Wessell        | (502)685-6303            |
| Indianapolis<br>Power & Light         | Indianapolis<br>Indiana | Asbestos Removal<br>Time & Material   | 2,000,000.00 | Mike Sheldon       | (317)261-8824            |
| Wood Memorial<br>High School          | Evansville<br>Indiana   | Asbestos Removal<br>Time & Material   | 13,900.00    | Mike Chesser       | (812)749-4755            |
| Willowbrook<br>Complex                | Indianapolis<br>Indiana | Asbestos Removal<br>Fireproofing      | 00.000,009   | Joe Cates          | (913)764-4403            |
| Ford Motor Co.                        | Indianapolis<br>Indiana | Asbestos Removal<br>T & B Breeching   | 10,600.00    | Tom Powell         | (317)352-4314            |
| Deaconnes<br>Hospital                 | Evansville<br>Indiana   | Asbestos Removal<br>Spray-on Material | 17,575.00    | Bill Nix           | (812)465-7211            |
| Indiana Department<br>of Public Works | Indianapolis<br>Indiana | Asbestos Removal<br>T & B Breeching   | 6,500.00     | Norman Albershardt | (317)232-8009            |
| General Electric                      | Evansville<br>Indiana   | Asbestos Removal<br>Glovebag          | T & M        | Bob Kinchelow      | (812)838-7257            |
| Indianapolis P & L<br>Manholes        | Indianapolis<br>Indiana | Asbestos Removal<br>Pipe Insulation   | 339,000.00   | George Werres      | (317)342-3163<br>Ext. 64 |
| Firestone                             | Indianapolis<br>Indiana | Asbestos Removal<br>Tank Insulation   | 17,640.00    | Mike Schall        | (317)773-0650            |
| J.C. Penny                            | Castleton<br>Indiana    | Asbestos Removal<br>Full Containment  | 32,560.00    | Mr. Lautenbauch    | (312)843-4600            |

# COMPLETED ASBESTOS ABATEMENT PROJECTS

CLIENT LOCATION

# SPRAY-ON REMOVAL & RE-SPRAY

CBS - Columbia House Terre Haute, IN Columbus East High School Columbus, IN Indianapolis, IN Community Hospital Indianapolis, IN Eli Lilly & Company Indianapolis, IN Indiana University Edwardsville, IL Southern Illinois University St. Joseph's Hospital Breese, IL Indianapolis, IN St. Vincent's Hospital

# REMOVAL OF BOILER INSULATION

Eli Lilly & Company
Ford Motor Company
Indianapolis Power & Light

Public Service Indiana United States Postal Service Indianapolis, IN Indianapolis, IN Indianapolis, Martinsville, & Petersburg, IN Terre Haute, IN Midwest

# REMOVAL OF PIPE INSULATION

Eli Lilly & Company GTE North Incorporated

Kraft Foods, Inc.
Pillsbury Corporation
Purdue University
Ralston Purina
R.R. Donnelly Corporation
Southern Illinois University
State of Indiana, D.P.W.
Wishard Memorial Hospital

Indianapolis, IN
Bloomington, Normal,
Wonder Lake, IL
Glenview, IL
New Albany, IN
Lafayette, IN
St. Louis, MO
Crawfordsville, IN
Edwardsville, IL
Indianapolis, IN
Indianapolis, IN

# REMOVAL OF HEATING SYSTEM

Community Memorial Hospital
Eli Lilly & Company
Thermo Energy
United States Postal Service

Staunton, IL Indianapolis, IN St. Louis, MO Chicago, IL

# POWER PLANT CLIENTS

Crawfordsville Electric Power & Light Co.
Route 3
Crawfordsville, IN
Mr. Steven Clark
(317) 362-1900

National Starch Power Plant 1515 Drover Street Indianapolis, IN 46221 Mr. Dan Musson (317)630-2244

Indianapolis Power & Light 25 Monument Circle Indianapolis, IN 46206 Mr. Greg Daeger (317)261-8990

Marathon Petroleum P.O. Box Director's Row Park Fletcher Indianapolis, IN 46241 Mr. John E. Beardslee (317)243-7500

G.M. Truck and Bus Group 340 White River Parkway Indianapolis, IN 46206 Mr. Scott Davis (317)269-5059

E.W. Stout Plant Generating Station 3700 S. Harding Street Indianapolis, IN 46221 Mr. George Werres (317)261-8682

Indianapolis Power & Light 25 Monument Circle Indianapolis, IN 46206 Mr. Roger Lacefield (317)242-5000

Indianapolis Power & Light Perry K. Plant 25 Monument Circle Indianapolis, IN 46206 Mr. Mike Shelton (317)261-8824

Indianapolis Power & Light Perry W. Plant 25 Monument Circle Indianapolis, IN 46206 Mr. Jamie Dillard

Indianapolis Power & Light
Petersburg Plant
Highway 57 North
Petersburg, IN 47567
Mr. Gene Spindler/Mr. Jeff Harter
(812)354-8801

Southern Indiana Gas And Electric 20 N.W. 4th Street Evansville, IN 47741 Mr. Charles Laubscher/Mr. Mike Lynn (812)858-5833

# HOSPITAL LIST

BARTHOLOMEW COUNTY 2400 E. 17th Street Columbus, IN 47201 (812)379-4441 Mr. Steve Thomas

BLOOMINGTON HOSPITAL P.O. Box 1149 Bloomington, IN 47402 (812)336-9550 Mr. Rick Weber

COMMUNITY HOSPITAL 1500 N. Ritter Avenue Indianapolis, IN 46209 (317)353-5016 Mr. Phil Roy

METHODIST HOSPITAL 1604 N. Capital Avenue Indianapolis, IN 46204 (317)929-3764 Mr. William Fenton

ST. MARY'S HOSPITAL
415 Mulberry Street
Evansville, IN 47713
(812)479-4000
Mr. David Jacquers

WISHARD MEMORIAL 1001 W. 10th Street Indianapolis, IN 46204 (317)929-3764 Mr. Thomas Cavendar

ADAMS COUNTY MEMORIAL HOSPITAL 805 High Street Decatur, IN 46733 (219)724-2145 Mr. Junior Hammend

JOHNSON COUNTY HOSPITAL 1125 W. Jefferson Street Franklin, IN 46131 (317)736-3449 Mr. Ed Williams CLINTON COUNTY HOSPITAL 1300 S. Jackson Street Frankfort, IN 46041 (317)659-4731 Mr. Charles Greenan

HENRY COUNTY HOSPITAL 1000 N. 16th Street New Castle, IN 47362 (317)521-0890 Mr. Robert Thompson

COMMUNITY HOSPITAL 1515 N. Madison Avenue Anderson, IN 46012 (317)646-5198 Mr. Michael Armstrong

ST. ELIZABETH HOSPITAL 1501 Hartford Street Lafayette, IN 47904 (317)423-6011 Mr. Edward Carlson

ST. VINCENT HOSPITAL 2001 W. 86th Street Indianapolis, IN 46260 (317)871-2448 Mr. William Michael

WITHAM HOSPITAL 1124 N. Lebanon Street Lebanon, IN 46052 (317)482-2700 Mr. Vic Lalas

DEACONESS HOSPITAL 600 Mary Street Evansville, IN 47710 (812)426-3000 Mr. Tom Barnett

MARGARET MARY HOSPITAL 321 Mitchell Road Batesville, IN 47006 (812)934-6624 Mr. Dan Ferkinhoff

VETERANS ADMINISTRATION MEDICAL CTR. Contracting Officer Marion, IN 46952 (317)674-8501 Ms. Joyce Hostettler

# COLLEGE/UNIVERSITY CLIENT LIST

Ball State University 3401 N. Tillotson Avenue Muncie, IN 47306 (317)285-8177 Mr. Mark Keever

Christian Theological Seminary DePauw University 1000 W. 42nd Street Indianapolis, IN 46202 (317)924-1332 Mr. Larry Beloat

Ivy Technical College 1 W. 26th Street Indianapolis, IN 46202 (317)921-4882 Mr. Ed Thompson

Butler University 4600 Sunset Avenue Indianapolis, IN 46208 (317)283-9393 Mr. Nick Hill

801 S. Jackson Greencastle, IN 46135 (317)658-4546 Mr. Jim Ruark

Purdue University Freehafer Hall, 401 S. Grant West Lafayette, IN 47907 (317)494-1434 Mr. William Fitzgerald

| 3000 |   |   |
|------|---|---|
|      |   |   |
| •    | Read the first time in full seconded by | and on motion by Burno  |
|      | title and referred to/the a             | and culy adopted, read the second rive  |
|      | Crey Figh Commission Wear               |   |
|      | Tore wayne, Indiana, on                 | tion) and Public Hearing to be neld afte nference Room 128, City-County Building, the |
|      | of, 19                                  | , at o'clock da   |
|      | DATED: 3-12-91                          | Dander &  |
|      | 11 - 1                                  | SANDRA E. KENNEDY, CITY CLEAR   |
|      | Read the third-time in full             | and on motion by Burns  |
|      | Dassage Discon                          | ollowing vote:  |
|      | AYES                                    | outling vote:   |
|      | TOTAL VOTES                             | NAYS ABSTAINED ABSENT   |
|      |   |   |
|      | BRADBURY                                |   |
|      | BURNS                                   |   |
|      | EDMONDS.                                |   |
|      | GiaOUINTA                               |   |
|      |   |   |
|      | HENRY                                   |   |
| 9414 | LONG                                    |   |
|      | REDD                                    |   |
|      | SCHMIDT                                 |   |
|      |   |   |
|      | TALARICO                                |   |
|      | DATED: 3-26-91.                         | 1 . 11  |
|      | DATED: 2-6-91                           | Dandia & Lever  |
|      | Pages                                   | SANDRA E. KENNEDY, CITY CLERK   |
|      | Passed and adopted by the Co:           | mmon Council of the City of Fort Wayne,   |
| 7.   | (ANNEXATION)                            | APPROPRIATION)  |
|      | (SPECIAL) (ZONING MAP)                  | RDINANCE RESOLUTION NO. 1-79-91.  |
|      | on the 26th day of An                   | RESOLUTION NO. 19-91  |
|      | on the 26th day of Ma                   | red. , 19 9/.   |
|      | Sandia & Lenned                         | SYAL  |
|      |   |   |
|      | SANDRA E. KENNEDY, CITY CLEAK           | FRESIDING OFFICER   |
|      | Presented by me to the Mayor            | of the City of Fort Wayne, Indiana, on  |
|      | the 27th day of                         | Mayne, Indiana, on  |
|      | at the hour of                          | 1977  |
|      |   | o'clock .M., E.S.T.   |
|      | 3                                       | Sainty & f  |
|      |   | SANDRA E. KENNEDY, CITY CLERK   |
|      | Approved and signed by me thi           | s 2)t   |
|      | 19 91, at the hour of 2:15              |   |
|      | 2.13                                    | o'clock M.,E.S.T.   |
|      |   | 111.1   |
|      |   | PAUL HELMKE, MAYOR  |
|      |   |   |

## DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 996 for the disposal and removal of asbestos from pipe lines over at the Three Rivers Filtration Plant. The cost reflects the lowest and most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

Labor, materials and EFFECT OF PASSAGE: equipment for the removal and disposal of the combined square footage of 3200SF and 4500LF of pipe insulation-asbestos from the pump room annex and lower level galleries. All removal and disposal will be done in accordance with EPA, OSHA and Indiana State Board of Health Guidelines by a registered and/or certified firm for asbestos abatement and removal. 1-91-03-22

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT OF NON-PASSAGE: The condition of the asbestos insulation at our facility is in dire need of removal and could pose an emninent health hazard.

PRIOR APPROVAL REQUESTED:

Specialty System \$62,600.00 MONIES INVOLVED:

PRICE AGREEMENT:

Yes PURCHASE ORDER:

Filtration Pl 513-521-6753-4358 ACCOUNT INFORMATION:

DATE: PRIOR APPROVAL:

(IF APPLICABLE)

| BILL NO. | S-91-03-22 |  |
|----------|------------|--|
|          |            |  |

# REPORT OF THE COMMITTEE ON CITY UTILITIES

# PAUL M. BURNS, CHAIRMAN CHARLES B. REDD, VICE CHAIRMAN EDMONDS, LONG, SCHMIDT

| WE, YOUR COMMIT                          |  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,   | - 11          |
|--|--|--|---------------|
| REFERRED AN (ORI                         | DINANCE) (RESOT<br>#996 by the City of   | of Fort Wayne. In  | diana by an   |
| through its D                            | epartment of Purch   | nasing and SPECIA  | LTY SYSTEMS   |
| INDIANA, INC.                            | for the Three Riv  | vers Filtration P  | lant          |
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| Som<br>Som<br>Edgords<br>Var Jon         | 1  |  |               |
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| Som<br>Som<br>Eldgords<br>Variables      |  |  |               |

DATED: 3-26-91.